

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made this 21 day of August, 2023, by Downtown Development Authority of the City of Fort Lauderdale, a Florida body corporate and politic, whose principal address is 201 East Las Olas Blvd., Suite 1150, Fort Lauderdale, Florida 33301 ("DDA") in favor of the City of Fort Lauderdale, a Florida municipal corporation (the "City").

WHEREAS, DDA is the owner of the real property described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the City Commission of the City of Fort Lauderdale approved an award of funding to the DDA in the amount of \$5,000,000 over seven (7) years for construction of the Huizenga Park Project on City-owned land and right-of-way and on the Property; and

WHEREAS, the City and DDA has or will enter into an Interlocal Agreement (the "Agreement") which provides for the timing, terms and conditions for funding the Huizenga Park Project (as defined in the Agreement); and

WHEREAS, one of the funding conditions under the Agreement is DDA's agreement and covenant to restrict the use of the Property in perpetuity for a public park and open space for the use and benefit of the general public (the "Restrictive Covenant"), as specifically set forth in the Agreement; and

WHEREAS, Exhibit "B" (the "Encumbered Site") attached hereto excludes adjacent real property owned by the DDA which will be leased to a private entity for operation of a restaurant; and

WHEREAS, DDA in consideration of receiving the funding has agreed to this Restrictive Covenant.

NOW, THEREFORE, in accordance with and in consideration of the foregoing, DDA declares that the Property described herein shall be held, occupied and used subject to the restrictions, covenants, servitudes, impositions set forth herein:

1. The above recitals are true, complete and correct and are hereby incorporated herein by this reference.
2. DDA hereby represents it is the owner of the subject property legally described in Exhibit "A".
3. This Restrictive Covenant shall encumber and restrict the use of the Encumbered Site in perpetuity for a park and will be open to the public at reasonable times and will be operated in a safe and attractive manner.
4. DDA shall not sell, lease, convey or encumber the Encumbered Site without the express written consent of the City which consent may be withheld in the discretion of the City.

5. During the term of this Declaration, DDA shall not engage in any other financing or other transaction which results in the creation of an additional mortgage lien upon the Encumbered Site without first obtaining written consent from the City.
6. The CITY OF FORT LAUDERDALE, its successors and assigns, is the beneficiary of the Restrictive Covenant and as such may enforce the Restrictive Covenant by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of the Restriction Covenant.
7. Any failure of the City to enforce these Restrictive Covenant shall not be deemed a waiver of the right to do so thereafter. The City shall be entitled to enforce the obligations set forth in this Declaration by an action in law or equity. In any action to enforce the obligations of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs through the appellate level.
8. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.
9. It is intended that this Declaration and the rights and obligations set forth herein shall run with and encumber the Encumbered Site and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the City and their successors and/or assigns.
10. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation and the rights and obligations hereunder shall be binding upon DDA and its successors in interest and/or assigns.
11. The DDA shall permit reasonable inspections of the Encumbered Site at reasonable times by the City, its employees or its agents, for the purpose of determining compliance with the terms of this Declaration and the terms of the Agreement.
12. DDA shall comply with the terms and conditions of the Agreement and this Declaration with respect to the use and operation of the Encumbered Site.
13. In the event of a breach or default by the DDA in the performance of any obligations under this Declaration, the City shall provide written notice thereof to the DDA, and
 - (a) If such event of default shall not be cured by the DDA within thirty (30) days after receipt of the written notice from the City specifying in reasonable detail the event of default by the DDA, or
 - (b) If such event of default is of such nature that it cannot be completely cured within such time period, then if the DDA shall not have commenced to cure such default within 30 days after receiving notice from the City and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary.

then the City, for such events of default or breach may pursue any and all legal remedies or equitable remedies, including the right of specific performance or injunction in accordance with the provisions of the Declaration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below.

DDA through its BOARD OF DIRECTORS, signing by and through its President and CEO, authorized to execute same by Board action on February 9, 2023.

Downtown Development Authority of the City of Fort Lauderdale, through its Board of Directors

By Jenni Morejon
Jenni Morejon, President & CEO
28 day of July, 2023

STATE OF FLORIDA:
COUNTY OF
BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of July, 2023, by Jenni Morejon as

President & CEO for the Downtown Development Authority of the City of Fort Lauderdale, a Florida body corporate and politic.

Teresa Santana

(SEAL)



Notary Public, State of Florida
(Signature of Notary Public)

Teresa Santana

(Print, Type, or Stamp
Commissioned Name of Notary
Public)

Personally Known ___ or Produced Identification

Type of Identification Produced: FL D.L.
M625-423-77-838-0.

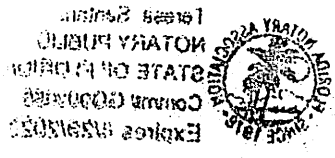
153 jm

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[Handwritten signature]

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESS:

[Signature]

Scott Wyman
[Witness type/print name]

[Signature]

Donna Varisco
[Witness type/print name]

CITY OF FORT LAUDERDALE, a
Florida municipal corporation

[Signature]
Dean J. Trantalis, Mayor

By [Signature]
Greg Chavarria, City Manager

Date: August 16, 2023

(CORPORATE SEAL)



ATTEST:

By [Signature]
David R. Soloman, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:
D'Wayne M. Spence, Interim City Attorney

By [Signature]
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this 21 day of AUGUST, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

[Signature]
Notary Public, State of Florida

SHARON K. CORYELL
Name of Notary Typed, Printed or Stamped



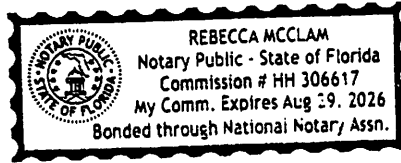
Personally Known OR Produced Identification

Type of Identification Produced —

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this 16 day of August, 2023, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. Anthony Fajardo, Past City Mgr.

R. McClam
Notary Public, State of Florida
Rebecca McClam
Name of Notary Typed, Printed or Stamped



Personally Known OR Produced Identification

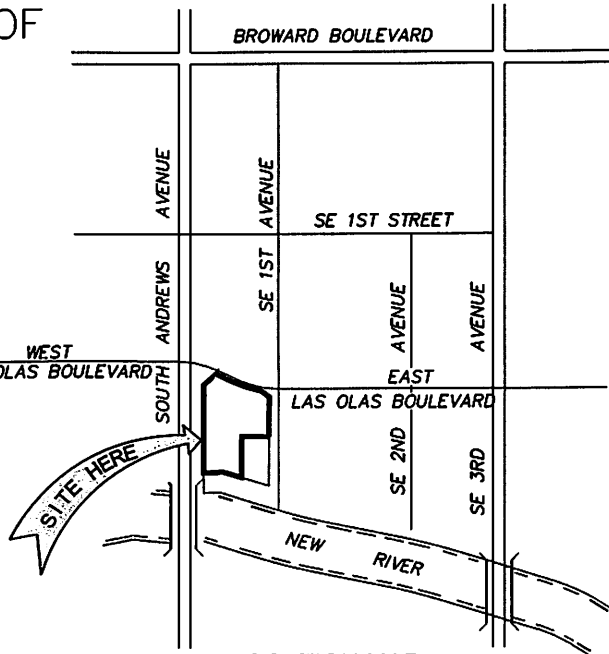
Type of Identification Produced _____

EXHIBIT "A"
LEGAL DESCRIPTION
Entire DDA Site

EXHIBIT "B"
Encumbered Site

FOR: FORT LAUDERDALE DOWNTOWN DEVELOPMENT AUTHORITY

SKETCH AND DESCRIPTION OF
REMAINDER PARCEL



LOCATION MAP
A PORTION OF THE NE 1/4 OF SEC. 10-50S-42E,
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA
(NOT TO SCALE)

NOTES:

1. THIS IS NOT A LAND SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED VALUE OF SOUTH 87°59'26" WEST ALONG NORTH LINE OF LOT 6 OF AN UN-NUMBERED BLOCK, COMMONLY DESIGNATED 31, FORT LAUDERDALE, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
3. THIS SKETCH AND DESCRIPTION CONSISTS OF THREE (3) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
4. THIS SKETCH AND DESCRIPTION, OR COPIES THEREOF, ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES, AND THAT THIS SURVEY PRODUCT IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

RICHARD D. PRYCE, RLS/PSM -FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4038
STATE OF FLORIDA

R:\SURVEY\2020\20-0071-001-01 HUIZENGA PLAZA\DRAWINGS\20-0071_S&D_REMAINDER_PARCEL.DWG

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL: (954) 739-8400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2023

JOB NO.: 20-0071-001-05	SHEET 1 OF 3 SHEETS
DRAWN BY: GB	F.B. N/A PG. N/A
CHECKED BY: RDP	DATED: 06/05/23

FOR: FORT LAUDERDALE DOWNTOWN DEVELOPMENT AUTHORITY

SKETCH AND DESCRIPTION OF REMAINDER PARCEL

DESCRIPTION:

A PORTION OF AN AMENDED PLAT OF AN UN-NUMBERED BLOCK, COMMONLY DESIGNATED 31, FORT LAUDERDALE, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF BLOCK 27, TOWN OF FORT LAUDERDALE, AS RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF NORTH SECOND STREET (EAST LAS OLAS BOULEVARD), LYING BETWEEN THE ABOVE SAID BLOCKS, AND BEING ALL MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 6, OF SAID BLOCK 31; THENCE SOUTH 87°59'26" WEST AS A BASIS OF BEARINGS ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 10.00 FEET; THENCE NORTH 02°07'34" WEST, ALONG THE LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 31, A DISTANCE OF 34.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°07'34" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 125.29 FEET; THENCE NORTH 41°42'48" WEST, A DISTANCE OF 31.86 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, WHOSE TANGENT BEARS NORTH 81°18'02" WEST, WITH A RADIUS OF 270.16 FEET, AND A CENTRAL ANGLE OF 37°34'46", AN ARC DISTANCE OF 177.19 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 190.16 FEET AND A CENTRAL ANGLE OF 17°13'17", AN ARC DISTANCE OF 57.16 FEET; THENCE SOUTH 58°27'02" WEST, A DISTANCE OF 52.28 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH ANDREWS AVENUE; THENCE SOUTH 02°09'23" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 291.44 FEET; THENCE SOUTH 72°55'34" EAST, A DISTANCE OF 130.34 FEET; THENCE SOUTH 66°53'34" EAST, A DISTANCE OF 56.17 FEET; THENCE NORTH 02°07'34" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 87°52'26" EAST, A DISTANCE OF 86.84 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 66,508 SQUARE FEET OR 1.53 ACRES, MORE OR LESS.

THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

R:\SURVEY\2020\20-0071-001-01 HUIZENGA PLAZA\DRAWINGS\20-0071_S&D_REMAINDER_PARCEL.DWG



Craven • Thompson & Associates, Inc.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
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JOB NO.: 20-0071-001-05	SHEET 2 OF 3 SHEETS
DRAWN BY: GB	F.B. N/A PG. N/A
CHECKED BY: RDP	DATED: 06/05/23

FOR: FORT LAUDERDALE DOWNTOWN DEVELOPMENT AUTHORITY

SKETCH TO ACCOMPANY DESCRIPTION OF REMAINDER PARCEL



THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

- LEGEND:**
- B.C.R. BROWARD COUNTY RECORDS
 - ORB OFFICIAL RECORD BOOK
 - P.B. PLAT BOOK
 - P.G. PAGE
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - REF REFERENCE POINT
 - M.D.C.R. MIAMI-DADE COUNTY RECORDS
 - R/W RIGHT-OF-WAY
 - F.D.E.P. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

R:\SURVEY\2020\20-0071-001-01 HUIZENGA PLAZA\DRAWINGS\20-0071_S&D_REMAINDER_PARCEL.DWG

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JOB NO.: 20-0071-001-05	SHEET 3 OF 3 SHEETS
DRAWN BY: GB	F.B. N/A PG. N/A
CHECKED BY: RDP	DATED: 06/05/23



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Agenda - DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

RUSH

TODAY'S DATE: 8/14/23

DOCUMENT TITLE: Downtown Development Authority – Declaration of Restrictive Covenants

COMM. MTG. DATE: 1/24/2023 CAM #: 23-0046 ITEM #: R-5 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: D'Wayne Spence Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 8/14/23 Attorney's Name: Lynn Solomon Initials: LS

3) City Clerk's Office: # of originals: 2 Routed to: _____ Ext: _____ Date: 08/16/23

4) City Manager's Office: CMO LOG #: AUG 07 Document received from: 8/16/23 CCO

Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated.
Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 2 originals to: Sonia Sierra x5598 / CAO
Please email a copy of executed document to ssierra@fortlauderdale.gov

**

Attach _____ certified Reso # 23-04 YES NO Original Route form to CAO

h

